ceeds of bonds, the rest to remain in the treasury, held, that there was no acquiescence by complainant in payment of the promoter's fee out of the proceeds of the bond issue; the promoter having for a large sum conveyed his option to defendant.

[Ed. Note.—For other cases, see 3 Va.-W. Va. Enc. Dig. 531, 532.]

Appeal from Circuit Court of City of Roanoke.

Action by the Roanoke Water Company against John E. Liggett. From a decree for complainant, defendant appeals. Affirmed.

Hall, Wingfield & Apperson and *W. W. Coxe,* all of Roanoke, and *Storey, Thorndryke, Palmer & Dodge,* of Boston, Mass., for appellant.

Roy B. Smith, of Roanoke, for appellee.

WOLONTER *v.* UNITED STATES CASUALTY CO

Sept. 17, 1919.

[101 S. E. 58.]

1. Trial (§ 156 (3)*)—Demurrer to Evidence; Testimony Considered Most Favorably to Demurree.—Upon a demurrer to the evidence, the testimony of witnesses for the demurree must be accepted as true, unless inherently incredible or judicially known to be untrue, and if several inferences may be drawn from the evidence, differing in degrees of probability, those most favorable to the demurree must be adopted, unless forced, strained, or manifestly repugnant to reason.

[Ed. Note.—For other cases, see 4 Va.-W. Va. Enc. Dig. 222, 223.]

2. Insurance (§ 665 (1)*)—Cancellation of Policy; Jury Question.—In action on accident policy to recover for accidental death of insured, defense being that policy had been canceled by company, prior to insured's death, by written notice mailed to insured's latest address appearing on company's record, under Acts 1912, c. 78, § 1, subd. "h," held, that it was error to sustain defendant's demurrer to the evidence.

[Ed. Note.—For other cases, see 7 Va.-W. Va. Enc. Dig. 790.]

3. Insurance (§ 91*)—Notice of Change of Insured's Address.—Irrespective of Acts 1906, c. 112, subc. 2, § 34, an agent to solicit insurance was empowered to receive notice of change of address of insured, where the company had requested the agent to furnish it with insured's address.

[Ed. Note.—For other cases, see 7 Va.-W. Va. Enc. Dig. 764.]

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*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.

4. **Insurance (§ 229 (2)*)—Sufficiency of Address of Notice of Cancellation.**—Where the only address of insured given to the insurer was in care of a certain company by whom he was employed when he gave such address, a notice of cancellation not so addressed was insufficient; it being immaterial whether assured was still in the employment of such company or not, or whether a letter so addressed would have reached him.

[Ed. Note.—For other cases, see 7 Va.-W. Va. Enc. Dig. 790.]

5. **Insurance (§ 229 (2)*)—Sufficiency of Address of Notice of Cancellation.**—If a notice of cancellation is mailed to assured at his latest address appearing on the company's record, with check for unearned premium, that is sufficient; the assured assuming the risk of due receipt of the notice.

[Ed. Note.—For other cases, see 7 Va.-W. Va. Enc. Dig. 790.]

6. **Insurance (§ 229 (2)*)—Sufficiency of Address of Notice of Cancellation.**—Under a policy authorizing cancellation by written notice to assured "mailed to his latest address appearing on the company's record," it is the duty of the company to see that its records correctly set forth the facts as to his address communicated to it by assured, and it is held to the same measure of responsibility as if it had done so; and if from negligence, or other cause not chargeable to assured, its records do not correctly state the address given by assured, notice of cancellation mailed to such incorrect address as appears on its records is insufficient.

7. **Appeal and Error (§ 882 (7)*)—Invited Error; Hearing Motions Together.**—In an action on an accident policy, where the demurrer to the evidence was interposed after the motion to exclude evidence had been made, but both motions were passed on at the same time, and the demurrer sustained, if the defendant suffered in consequence thereof, and would not have demurred if its motion to exclude had been previously overruled, it cannot complain, as the error was invited by it.

[Ed. Note.—For other cases, see 1 Va.-W. Va. Enc. Dig. 608.]

Error to Corporation Court of Roanoke.

Action by the widow of John Wolonter against the United States Casualty Company. Judgment for defendant and plaintiff brings error. Reversed and rendered.

Broun & Price and *Dillard & Dillard*, of Bluefield, W. Va., for plaintiff in error.

Robt. H. Talley, of Richmond, for defendant in error.

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.